



P.O. Box 188 ♦ Lansing, IL 60438 ♦ www.experientialsystems.com ♦ (877) 206-8967

Peer Reviewed and Accredited Member of the Association for Challenge Course Technology (ACCT)

January 10, 2019

INSPECTION & INSTALLATION PROPOSAL

Services Requested: Challenge Course Inspection and Installation of a Zig Zag, TP Shuffle, replace Nitro Crossing cable, add a belay attachment point to the climbing tower.

Client Contact: Mike Kelly

Organization:

Wheaton Park District
Lincoln Marsh
102 East Wesley Street
Wheaton, IL 60187

Inspection Date: March 11 & 12, 2019

Inspection Cost: \$990.00

Installation Cost: zig zag \$1,200.00, tp shuffle \$700.00, nitro cable \$250.00, belay point on tower \$250.00 = \$2,400.00

Travel Expenses: Estimated travel expense \$181.20, not to exceed \$200.00.

Description of Services to be offered:

INSPECTION SERVICES (for all challenge courses; not all apply).

ESI will provide inspection services for challenge courses and zip lines. The inspection will entail a hands-on inspection of all course elements accessible and available. This includes but is not limited to an inspection of the following:

- **Trees** – If trees are used in the construction of your course, ESI will evaluate tree size and species, look for damage caused by insects and weather and check for deadfall and root damage (separate Certified Arboricultural inspections are required by standards for trees used in life support applications).
- **Utility Poles** - If utility poles are used in the construction of the course, they will be inspected for appropriate classification, size, age and damage. Poles over 15 years of age, or with visual signs of ground line decay will be evaluated sub-grade for below ground rot.
- **Climbing Surfaces** – Climbing surfaces will be checked for appropriate attachment to substructure; we will look for cracks, splinters or other damage to the climbing surface that could cause injury to participants or damage the structural integrity of the climbing wall/tower.
- **Cable** – Cable used for belay lines, zip lines, guy lines and foot lines will be inspected for appropriate terminations, proper drape, tension, peening and corrosion.
- **Ropes** – All ropes will be inspected for appropriate use, storage and record keeping.
- **Bolts** – All bolts will be inspected for appropriate size and use, wear, tightness, corrosion and tree envelopment if applicable.
- **Lumber** – All lumber will be inspected for aging and protruding nails or screws. Additionally all lumber used for structural elements like a platform will be inspected for proper size, materials and attachment technique.
- **Programming Equipment** – All programming equipment (harnesses, ropes, carabiners, etc.) will be inspected for age, wear, and storage and to ensure that proper retirement schedules are kept.
- **Documentation and Policies** – ESI will inspect documents and policies according to industry standards as they relate to the maintenance, use, facilitation, training, record keeping and regulatory requirements of the challenge course.

Upon Completion of the inspection a verbal report will be provided before leaving the site and a written report will be mailed within 15 business days of the inspection. Both the verbal and written report will use one of five findings to respond to each element of your challenge course. Those five findings are as follows.

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PASS – When a challenge course element passes inspection, ESI is ensuring that the construction materials and techniques met current minimum standards at the time of the inspection set by the Association for Challenge Course Technology (ACCT), American Society of Testing Materials International F-24 Standards (ASTM), and or the Climbing Wall Association (CWA) -As is applicable for your structures, and or Regulations in the Jurisdiction having authority. When a document and/or policy passes inspection, ESI is stating that the policies and procedures outlined within the documents met the current minimum standards set by the ACCT, ASTM, CWA or jurisdiction having authority (as is applicable for your organization) at the time of inspection.

FAIL – When a challenge course element receives a finding of FAIL, ESI has determined that some part or all of the materials and/or techniques used in the construction of the element are below the current written standards set by the ACCT, ASTM, CWA or Jurisdiction Having Authority. When a policy or technique used in training or facilitation of the element fails that is because ESI determined that the specific policy or technique was below the current written standards of the ACCT, ASTM, CWA or Jurisdiction Having Authority. Following the finding of FAIL will be a description of why the element or policy fails, the element or component should not be used until repaired.

MONITOR – The element passes but requires monitoring of a component that will need to be replaced in the future. This is typically used to identify components that cannot be pinned down to a specific time period based on wear and use cycles or tree growth which can vary greatly based on type of tree and local weather conditions. These items should be given a thorough inspection monthly by an in-house inspector and budgeted for future replacement as needed.

TIMELY REPAIR – When a challenge course element receives a finding of Timely Repair a description of the issue will be identified with a specific date given to have the element repaired or policy changed by. Do not use the element after that date, if it has not been repaired and approved by ESI.

INCOMPLETE – A finding of incomplete for a specific element states that all of the materials necessary to use that element were unavailable at the time of inspection and therefore ESI is unable to verify its condition at the time of inspection. When a policy is found to be incomplete, that means that a required policy is missing from the policy or training manual. ESI will provide a TIMELY REPAIR (with specified date for policy implementation). If no policy manual is available, or several critical policies are missing that would result in a finding of FAIL.

MAINTENANCE – Where applicable ESI will complete occasional minor maintenance during a scheduled inspection. This maintenance may includes: the tightening of a bolt, hammering of an exposed nail, and the seizing of a cable and/or rope ends. **This maintenance does not include:** the replacement of any cable, bolt, rope or wood product, or trimming of any trees or removal of deadfall or downed elements. These services are available from ESI but are not part of the Annual Inspection Fee quoted below and can be completed if time allows for an additional expense. If you are aware of any such maintenance work that needs to be completed during your inspection please contact one of our offices for a price quote.

If all elements and policies PASS during the initial inspection, enclosed with the inspection report will be a certificate stating, “The Challenge Course and Training Policies of the (Program Name) were found to meet all minimum standards set by the Association for Challenge Course Technology (ACCT) and Experiential Systems, Inc. at the time of inspection” The certificate will be dated and signed by the supervising inspector.

If all elements and policies do not pass inspection the report will specify TIMELY REPAIRS. Only after those timely repairs have been completed and verified, will ESI forward the above noted certificates (certificates will be dated from the original onsite inspection date).

CONTRACT TERMS

1. Compensation and Term of Work.

Client hereby retains ESI and ESI hereby agrees to perform Challenge Course Inspection and installation for the client. The **Inspection and Installation are scheduled for March 11 & 12, 2019.** These dates are contingent upon the receipt of a signed contract and a 50% deposit (not required) of the inspection fees. **This does not include travel expenses which will be added to the final invoice.** ESI books on a first-come first-serve basis and deposits are required to secure dates and/or material preparation. The client will ensure that the challenge course elements and or necessary programming equipment, purchase and maintenance logs are in good condition, up to date, prepared and available for review prior to our arrival. ESI cannot provide training on any element that has failed its annual inspection and has not been repaired. It is the client’s responsibility to ensure the course is properly maintained and that all maintenance is completed prior to training dates unless otherwise contracted with ESI under separate cover.

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2. Fees for Services and Payment Terms.

Cost for Professional Services: \$990.00 Inspection
 \$2,400.00 Installations
 \$181.20 Estimated Travel

Expenses: ESI will do its best to book trainings and inspections in the most cost effective manner, scheduling other work with area clients. All expenses will be part of the final bill.

A 50% deposit of the total training and inspection fee is due with receipt of this signed contract to hold service dates. 50% Deposit: Not Required

ESI requires full payment of all remaining service or equipment fees and travel expenses within 15 days of the completion of training. All invoices unpaid 15 days and over are subject to 2% interest compounded every 15 days past due. If ESI brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

3. Insurance

ESI carries liability insurance for all services and workers compensation on all employees and contractors. It is the responsibility of the client to also have liability insurance for all challenge course related programming and services and carry workers compensation insurance for all employees of the client.

4. Expenses

The client will be responsible for all expenses including transportation (Mileage, plane fare, car rental, etc.), meals and lodging (if overnight stay is required) necessary for the completion of the services outlined in this contract.

5. Annual Inspections

The client will agree to have an annual challenge course inspection completed by ESI or any other ACCT accredited vendor to ensure that the challenge course structures, operational procedures and programming equipment are in good working order and compliance with all current ACCT installation and operation standards. ESI requires a copy of the most recent inspection report prior to providing any training at any facility that was not inspected by ESI. ESI will not train on any element that has failed its annual inspection if the required repairs have not been made.

It is the responsibility of the client to ensure their annual inspection by a qualified vendor is scheduled and completed prior to the scheduled staff training date. If on the start date of the scheduled staff training no inspection has been completed, the client agrees to have ESI complete a thorough inspection of all structures for compliance with current written ACCT standards. The cost for this inspection will be the responsibility of the client and will be billed separate from the training at a rate of \$100.00 per hour to complete both the hands on inspection and written inspection report. If this situation occurs the start of training will be delayed until affected elements and structures have been inspected. Any additional travel expenses required will also be the responsibility of the client.

6. Annual Training / Skills Verification

Client agrees to have an annual challenge course staff training or skills verification completed by Experiential Systems, Inc. or any other ACCT Accredited Vendor to ensure that the challenge course staff, operational procedures and practices are in compliance with current industry (ACCT) standards.

7. Dispute Resolution

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the City of Kalamazoo, MI unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties. The prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement. Any questions involving contract interpretation shall use the laws of Michigan. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

8. Dates of Commencement

ESI requires a signed contract to schedule inspection, staff training or installations and begin material preparation and the mobilization process. Signed contract must be received no later than 10 days prior to your scheduled training date. If the signed

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contract is not received within this timeline your training dates will be considered open and may be given to another organization without prior notice to you.

9. Warranties

ESI will warranty (i) workmanship of its own employees and contractors, and (ii) and new materials constructed or installed by the same for one year from the completion of construction/installation of elements. This warranty does not extend to any workmanship or foreign materials not provided, constructed or installed under the direct supervision and approval of ESI. ESI is not responsible for property damage, personal injury or death caused by weather, vandalism, normal wear and tear and or/extraordinary use, modifications not executed by ESI and improper operations of equipment, tools and/or approved materials. Improper operations include such activities that are not expressly within the training materials or covered during training. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. [User] has made its own investigations and inspection as to the merchantability of the materials or services and its fitness for a particular purpose. In purchasing and using the materials or services the [user] has not relied on any representations, opinions or characterizations made by any salesperson or contained in any of ESI's sales, promotional and marketing materials and literature, including but not limited to, catalogs, brochures and ESI's web page.

10. Ownership and Responsibility

All challenge course elements installed are the property of the client. It is the responsibility of the client to designate a Challenge Course Manager - who will be charged with the accountability to oversee operations for the challenge course including but not limited to: documentation of challenge course operations; staff supervision; regular in-house course inspections; performing or scheduling maintenance required to structures; securing an annual inspection by qualified outside vendor; overseeing a risk management committee; equipment purchase, storage and maintenance; and any/all ongoing staff training required. These tasks shall all be completed in accordance with the current published edition of Association for Challenge Course Technology (ACCT) Installation and Operation Standards.

The client and ESI are separate legal entities and ESI is not an owner, shareholder, operator or manager of any of the client's facilities or operations. Due to the location and nature of the clients business ESI has no responsibility for the supervision of the clients: employees; volunteers; members; program participants; or trespassers, nor does ESI have any control or supervision of the client's day to day operations. The client agrees that ESI is not providing facility management or ongoing upkeep of physical property and that day to day operations and the supervision of employees, facility users and trespassers is the sole responsibility of the client.

11. Release of liability and Indemnification

The client agrees to Hold Harmless and Indemnify ESI, their staff, officers and agents for any claims of injuries, which arise from the use or misuse of the installed elements, materials, equipment, or hardware by volunteers, participants, facility staff, visitors, guests, invitees and/or trespassers when ESI or a designated employee or subcontractor of ESI are not physically on-site at your facility to provide such activities or supervision. ESI in turn agrees to hold harmless and indemnify the client for any claims of injuries, which arise from the gross negligence of ESI its employees and/or its officers while engaging in the delivery of services to the client and or while on the client's property.

12. Entirety Clause

This document once signed by ESI and the client constitutes a complete agreement between parties, and maybe amended in writing only. If a court deems a portion of this agreement invalid the balance of the document will remain intact and unchanged.

IN WITNESS WHEREOF, Client and ESI have duly executed this agreement as of the day and year first above written. **Please return a signed copy of this agreement with the required 50% deposit of (Not Required).** Signed contracts can be sent by mail to: P.O. Box 188, Lansing, IL 60438 or by email to: andrea@experientialsystems.com or by fax to: 708-564-5031.

Experiential Systems

Client: Wheaton Park District, Lincoln Marsh

By: Keith Jacobs
President/Owner

By: [Signature]
Authorized Agent Only

Name: Keith Jacobs

Name: Michael J. Benard

Date: January 17, 2019

Date: 1/18/19

Signed Contracts can be sent via:

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EXPESYS-02

GBARRAZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hibbs - Hallmark & Co PO Box 8357 Tyler, TX 75711	CONTACT NAME: Gail Barraza	
	PHONE (A/C, No, Ext): (903) 561-8484 5654	FAX (A/C, No):
	E-MAIL ADDRESS: gail.barraza@hibbshallmark.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED Experiential Systems, Inc. P.O. Box 188 Lansing, IL 60438	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ANE199004218	8/15/2018	8/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WCL P0002 CW (10/14) ADDITIONAL INSUREDS if you have agreed in written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District
102 E Wesley
Wheaton, IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HISCOX PRO™ General Liability Coverage Part (Occurrence)

I. What is covered

- A. Bodily injury and property damage **We will pay up to the coverage part limit for damages you become legally obligated to pay because of bodily injury or property damage to which this Coverage Part applies, provided:**
1. the **bodily injury or property damage** occurs during the **policy period**;
 2. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. you have paid the applicable **retention** stated in the Declarations.
- We will have the right and duty to defend any claim seeking such damages, as set out in Section II. Defense and supplementary payments. We may, at our discretion, investigate any occurrence and settle any claim that may result.**
- B. Personal and advertising injury **We will pay up to the Personal and Advertising Injury Limit stated in the Declarations for damages you become legally obligated to pay because of personal and advertising injury to which this Coverage Part applies, provided:**
1. the **personal and advertising injury** is caused by an offense arising out of **your business operations**;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. you have paid the applicable **retention** stated in the Declarations.
- We will have the right and duty to defend any claim seeking such damages, as set out in Section II. Defense and supplementary payments. We may, at our discretion, investigate any offense and settle any claim that may result.**
- C. Medical payments **Regardless of fault, we will pay up to the Medical Payments limit stated in the Declarations for medical expenses incurred by each person for bodily injury caused by an accident to which this Coverage Part applies, provided:**
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by you or in connection with **your business operations**;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to us within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

II. Defense and supplementary payments

- A. Claims against you **With respect to any claim against you that we investigate, defend, or settle, we will pay:**
1. **claim expenses we incur with counsel of our choice to defend you;**
 2. up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but we will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We will have no obligation to apply for or furnish any such bonds;**
 4. reasonable expenses incurred by you at our request to assist us in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;



General Liability Coverage Part (Occurrence)

5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.

B. Claims against your Indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with us with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships


If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

HISCOX PRO™ General Liability Coverage Part (Occurrence)

- C. Limited liability companies If **you** are a duly organized limited liability company, **your** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **your** directors and officers are **insureds**, but only with respect to their duties as **your** directors or officers. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees **Your** employees are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers **Your** volunteer workers are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers Persons (other than **your** employees) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
 - a. a co-participant, **your** employee, or **your** volunteer worker while also participating in the amateur athletic activity **you** sponsor; or
 - b. **you** or any of **your** partners, members, or officers; or
 2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
 - a. a co-participant in the amateur athletic activity **you** sponsor, **your** employee, or **your** volunteer worker; or
 - b. **you** or any of **your** partners, members, or officers.
- J. Newly acquired or formed organizations If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
 2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K.  If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.
- However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.



HISCOX PRO™ General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:

- a. **your** acts or omissions or of those acting on **your** behalf; and
- b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **bodily injury or property damage** occurring after:
 - (1) all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - (2) that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay damages because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such contract or agreement;
- b. any express warranty unauthorized by **you**;
- c. any physical or chemical change in the product made intentionally by the vendor;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- f. demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part, or ingredient of any other thing by or for the vendor;
- h. **bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf; however, this exclusion will not apply to:

HISCOX PRO™ General Liability Coverage Part (Occurrence)

- (1) repackaging when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
 - b. any ingredient or part of any product; or
 - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
 - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, because of payments we make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most we will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.

HISCOX PRO™ General Liability Coverage Part (Occurrence)

- A. Per location limit The Per Location Limit identified in the Declarations is the most we will pay for all damages because of **bodily injury** and **property damage** occurring at each separate location where you perform business operations arising out of any one **occurrence**. This limit will apply only if an endorsement listing your separate locations is added to this Coverage Part.
- B. Products-completed operations limit The Products-Completed Operations Limit identified in the Declarations is the most we will pay for all damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of any one **occurrence**.
- C. Personal and advertising injury limit The Personal and Advertising Injury Limit identified in the Declarations is the most we will pay for all damages because of **personal and advertising injury** arising out of any one **claim**.
- D. Damage to premises limit The Damage to Premises limit identified in the Declarations is the most we will pay for all damages because of **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- E. Elevator liability sublimit An Elevator Liability Sublimit of \$25,000 is the most we will pay for all damages because of **property damage** resulting from the use of an elevator at premises you own, rent, or occupy and arising out of any one **occurrence**.
- F. Medical payments limit The Medical Payments limit identified in the Declarations is the most we will pay for the sum of **medical expenses** for **bodily injury** sustained by any one person covered under Section I. What is covered, C. Medical payments.

No **retention** will apply to amounts we pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage

- A. Notifying us of claims, occurrences, or offenses
1. You must give written notice to us of any **claim** made or brought against you as soon as possible, including the specifics of the **claim** and the date received.
 2. You must give written notice to us of any **occurrence** or offense which may result in a **claim** as soon as possible. To the greatest extent possible, the notice must include:
 - a. how, when, and where the **occurrence** or offense took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- All such notifications must be in writing and include a copy of any **claim**, and must be submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.
- B. Retention Our obligation to pay any damages under this Coverage Part is in excess of the **retention**, which you must pay in connection with each covered **occurrence** or offense. The **retention** does not apply to **claim expenses** or any other payments we make under Section II. Defense and supplementary payments.
- C. Legal action against us No person or organization has a right under this Coverage Part:
1. to join us as a party or otherwise bring us into a **claim** seeking **damages** from you; or
 2. to sue us on this Coverage Part unless all of its terms and conditions have been fully complied with.



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A person or organization may sue us to recover on an agreed settlement or final judgment against you, but we will not be liable for damages that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or claimant's legal representative.

D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to you for a claim we would otherwise cover under this Coverage Part, our obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for your work;
 - b. that applies to property damage to premises rented to you or temporarily occupied by you with permission of the owner;
 - c. if the loss arises out of aircraft, autos, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
 - d. that is insurance available to you because you have been added as an additional insured.

When this Coverage Part is excess, we have no duty to defend you against any claim if any other insurer has a duty to defend you against such claim. If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against those other insurers.

When this Coverage Part is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

3. Method of sharing

If all of the other insurance permits contribution by equal shares, we will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

If any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits to the total applicable limits of all insurers.

E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the named insured, this Coverage Part applies separately to each insured against whom a claim is made or brought.

VI. Exclusions – What is not covered

HISCOX PRO™ General Liability Coverage Part (Occurrence)

A. Bodily injury and property damage exclusions

Aircraft, autos, or watercraft

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 75 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
 - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **property damage** to **impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in **your** care, custody, or control;

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- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

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|-----------------------------|----|---|
| Damage to your product | 4. | property damage to your product arising out of it or any part of it; however, this exclusion will not apply to property damage arising out of the use of an elevator at premises you own, rent, or occupy, but any payments we make for such property damage will be subject to the Elevator Liability Sublimit. |
| Damage to your work | 5. | property damage to your work arising out of it or any part of it and included in the products-completed operations hazard ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor. |
| Expected or intended Injury | 6. | bodily injury or property damage expected or intended from the standpoint of any insured ; however, this exclusion will not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property. |
| Injury to employee | 7. | <ul style="list-style-type: none"> a. bodily injury to your employee arising out of and in the course and scope of employment by you or while performing duties related to the conduct of your business; or b. bodily injury to the spouse, child, parent, brother, or sister of such employee as a consequence of any bodily injury described in paragraph 7.a above. <p>This exclusion will apply:</p> <ul style="list-style-type: none"> a. whether you may be liable as an employer or in any other capacity; and b. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs 7.a and 7.b above. <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. liability for damages you assume in an insured contract; or b. bodily injury arising out of and in the course and scope of domestic employment by you, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law. |
| Liquor liability | 8. | bodily injury or property damage for which you may be held liable by reason of: <ul style="list-style-type: none"> a. causing or contributing to the intoxication of any person; |

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- b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance, or regulation relating to the sale, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury or property damage** arising out of:
- a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to **you**; or
 - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury or property damage** which:
- a. **you**;
 - b. any **insured** listed in A through E of Section III. Who is an insured; or
 - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury or property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or property damage will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury or property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury or property damage**; or
- c. becomes aware by any other means that the **bodily injury or property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments we make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any damages or claim expenses, for any claim for personal and advertising injury:

Breach of contract

1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

Failure to conform to statements

2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.

Insureds in media and internet type businesses

3. committed by any **Insured** whose business is:
- a. advertising, broadcasting, publishing, or telecasting;
 - b. designing or determining content of websites for others; or
 - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

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- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

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| Knowing violation of rights of another | 4. caused by you or at your direction with knowledge the act would violate the rights of another and would inflict personal and advertising injury . |
| Material published prior to policy period | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the policy period . |
| Material published with knowledge of falsity | 6. based upon or arising out of oral or written publication of material by you or at your direction with knowledge of its falsity. |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in your email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in your advertisement . |

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

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|---------------------------------------|--|
| Athletic activities | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an insured injured while participating in an amateur athletic activity you sponsor. |
| Injury on normally occupied premises | 2. to any person injured on that part of any premises you own or rent that the person normally occupies. |
| Injury to you | 3. to you or any person hired to work for or on behalf of you or your tenant; however, this exclusion will not apply to a volunteer worker . |
| Products-completed operations hazard | 4. included in the products-completed operations hazard . |
| Workers' compensation or similar laws | 5. to any person, whether or not your employee , if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits, or any similar law. |

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any claim, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

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|-------------------|--|----|---|----|------|
| Asbestos | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. | | | | |
| Biological agents | 2. based upon or arising out of: <table border="0"> <tr> <td>a.</td> <td>the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents; or</td> </tr> <tr> <td>b.</td> <td>any:</td> </tr> </table> | a. | the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents ; or | b. | any: |
| a. | the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents ; or | | | | |
| b. | any: | | | | |

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- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.

- Communicable disease

3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:

 - a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
 - b. testing for a communicable disease;
 - c. failure to prevent the spread of the disease; or
 - d. failure to report the disease to authorities.

- Contractual liability

4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:

 - a. **you** would have in the absence of such contract or agreement; or
 - b. assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.

- Crime or fraud

5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.

- Electronic chatrooms, bulletin boards, or websites

6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.

- Electronic data

7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

- Employment related liability

8. based upon or arising out of any actual or alleged:

 - a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
 - b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
 - c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply:

 - a. whether **you** may be liable as an employer or in any other capacity; and
 - b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.

- Fair credit

9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.



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- Intellectual property
10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- However, this exclusion will not apply to:
- a. the use of another's advertising idea in **your advertisement**; or
 - b. infringement of copyright, trade dress, or slogan in **your advertisement**.
- Lead
11. based upon or arising out of:
- a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
 - b. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.
- Pollution
12. based upon or arising out of:
- a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
 - (1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
 - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
 - (b) **bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or
 - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
 - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal

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electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

(b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or

(c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or

(5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or

b. any:

(1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or

(2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection will not apply to liability for **damages** because of **property damage** **you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

13. based upon or arising out of any actual or alleged:

- a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
- b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Professional services

14. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**.

Recall of products, work, or impaired property

15. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

- a. **your product**;
- b. **your work**; or
- c. **impaired property**;

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Silica

16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material.



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- Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments we make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Biological agents

means any:

1.
 - a. bacteria;
 - b. mildew, mold, or fungi;
 - c. other microorganisms; or
 - d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**.

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.



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Claim expenses	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim .
Coverage territory	means anywhere in the world, but this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada.
Damages	<p>means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented.</p> <p>However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p>Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury.</p>
Employee	means any person employed by you , including any leased worker , but does not include a temporary worker .
Hostile fire	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
Impaired property	<p>means tangible property, other than your product or your work, that cannot be used or is less useful because:</p> <ol style="list-style-type: none"> 1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or 2. you have failed to fulfill the terms or conditions of a contract or agreement; <p>if such property can be restored to use by:</p> <ol style="list-style-type: none"> 1. the repair, replacement, adjustment, or removal of your product or your work; or 2. your fulfilling the terms or conditions of the contract or agreement.
Insured contract	<p>means:</p> <ol style="list-style-type: none"> 1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner; 2. a sidetrack agreement; 3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; 4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; 5. an elevator maintenance agreement; or 6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another to pay damages sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. <p>However, an insured contract does not include that part of any contract or agreement:</p> <ol style="list-style-type: none"> 1. that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing; 2. that indemnifies an architect, engineer, or surveyor for damages arising out of: <ol style="list-style-type: none"> a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or b. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or



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3. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

Lead

means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Leased worker

means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading

means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

Medical expenses

means reasonable expenses for necessary:

1. first aid administered at the time of an accident;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, professional nursing, and funeral services.

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers, or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street clearing or cleaning;
 - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or



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- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence	means an accident arising out of your business operations , including continuous or repeated exposure to substantially the same general harmful conditions.
Officer	means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.
Personal and advertising injury	<p>means injury, including consequential bodily injury, arising out of one or more of the following offenses:</p> <ol style="list-style-type: none">1. false arrest, detention, or imprisonment;2. malicious prosecution;3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;5. oral or written publication, in any manner, of material that violates a person's right to privacy;6. the use of another's advertising idea in your advertisement; or7. infringement of copyright, trademark, trade dress, or slogan in your advertisement.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
Products-completed operations hazard	<ol style="list-style-type: none">1. includes all bodily injury and property damage taking place away from premises owned, occupied by, loaned, or rented to you and arising out of your product or your work, except:<ol style="list-style-type: none">a. products that are still in your physical possession; orb. work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:<ol style="list-style-type: none">(1) when all of the work called for in your contract or agreement has been completed;(2) when all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site; or(3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed; and2. does not include bodily injury or property damage arising out of:<ol style="list-style-type: none">a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the loading or unloading of that vehicle by you; orb. the existence of tools, uninstalled equipment, or abandoned or unused materials.
Professional services	means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.



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Property damage	<p>means:</p> <ol style="list-style-type: none">1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the occurrence that caused it. <p>Tangible property does not include any software, data, or other information in electronic form.</p>
Retention	<p>means the amount stated as such under the General Liability Coverage Part section of the Declarations.</p>
Temporary worker	<p>means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions. Temporary worker does not include leased worker.</p>
Volunteer worker	<p>means a person who is not your employee, and who donates his or her work and acts at your direction and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.</p>
You, your, or insured	<p>means the named insured and any other person or organization expressly described as an insured in Section III. Who is an insured.</p>
Your product	<ol style="list-style-type: none">1. means any:<ol style="list-style-type: none">a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:<ol style="list-style-type: none">(1) you;(2) others trading under your name; or(3) a person or organization whose assets or business you have acquired; andb. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;2. includes:<ol style="list-style-type: none">a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of your product; andb. the providing of or failure to provide instructions or warnings; and3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.
Your work	<ol style="list-style-type: none">1. means:<ol style="list-style-type: none">a. work or operations performed by you or on your behalf; andb. materials, parts, or equipment furnished in connection with such work or operations; and2. includes:<ol style="list-style-type: none">a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of your work; andb. the providing of or failure to provide instructions or warnings.